

EXHIBIT 1



From: Ravi Ivan Sharma ravi@sharmalaw.com
Subject: Re: SVOTHI v. DAM et al.
Date: January 24, 2025 at 6:53 PM
To: Wesley Mullen wullen@mullenpc.com
Cc: Alleine Castro acastro@mullenpc.com

Wes,

Agreed. Thank you.

Ravi Ivan Sharma

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On Jan 24, 2025, at 6:40 PM, Wesley Mullen <wullen@mullenpc.com> wrote:

Ravi, I have what I believe is agreement to your proposed modified terms. The language below attempts to put it all in one place for ease of future reference. Please let me know if we are agreed.

On January 17, 2025 our clients agreed that (i) forbearance from or failure to seek injunctive relief in the then-following seven days -- to and including Friday, January 24, 2025 -- is not an admission by any such party or or its affiliates or related persons that irreparable harm is not imminent, and shall not prejudice any party's right to seek injunctive, equitable, or other relief; (ii) no party will be entitled to recover damages, if any, as may be incurred from and including January 18, 2025 through January 24, 2025 due to use by the parties of the RFC Marks (as defined in the Complaint).

To extend that agreement in part (as to point (i), but not point (ii)), **our clients now further agree that any forbearance or continued** forbearance from, or failure to seek, injunctive relief in the next seven days **by any party** -- to and including Friday, **January 31, 2025** -- is not an admission by any such party or or its affiliates or related persons that irreparable harm is not imminent, and shall not prejudice any party's right to seek injunctive, equitable, or other relief.

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On Fri, Jan 24, 2025 at 5:53 PM Ravi Ivan Sharma < ravi@sharmalaw.com > wrote:
Sure. We have both stips and that's why I used the word continued....

Ravi Ivan Sharma

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On Jan 24, 2025, at 5:49 PM, Wesley Mullen <wmullen@mullenpc.com> wrote:

Thank you. Let me come back to you. As I recall section (i) was mine and section (ii) is yours, so I am inclined to recommend. I will want to clarify the dates, just so that we are referring to the entire period, which saves everyone a step in explaining to a Court how the tolling period applies. (One agreement rather than two -- and since we already agreed to the first week, it's a matter of restatement, not of additional time.) Back to you shortly once I get auth.

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On Fri, Jan 24, 2025 at 5:44 PM Ravi Ivan Sharma <ravi@sharmalaw.com> wrote:

Wes,

I am modifying the language in two ways after speaking with my client.

I am updating the first date to refer to next Friday instead of today. I am removing the language of (ii) regarding damages as we do want to move the process along without further prejudice. This flows both ways of course which I explained to my client.

Finally, while it need not be indicated in our agreement, my clients reserve their right to file their response to the complaint in the meantime. Everyone is looking forward however to some continued positive forward momentum that will obviate such.

Please let me know if your client agrees with the resulting language here (with modifications, in addition to the removal of (ii), marked in red):

Our clients agree that (i) **any continued** forbearance from or failure to seek injunctive relief in the next seven days **by any party** -- to and including Friday, **January 31, 2025** -- is not an admission by any such party or its affiliates or related persons that irreparable harm is not imminent, and shall not prejudice any party's right to seek injunctive, equitable, or other relief.

Thank you.

Ravi Ivan Sharma

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On Jan 24, 2025, at 4:53 PM, Wesley Mullen <wmullen@mullenpc.com> wrote:

Re:

Ravi,

Further to my call, and in light of the constructive exchanges this week, please let me know if you will consent to the following one-week extension of the status quo agreement we reached last Friday around this time.

(I updated my email of January 17 to incorporate your language modifying point (ii).)

Please confirm if your clients will agree with my clients that (i) forbearance from or failure to seek injunctive relief in the next seven days -- to and including Friday, January 24, 2025 -- is not an admission by any such party or or its affiliates or related persons that irreparable harm is not imminent, and shall not prejudice any party's right to seek injunctive, equitable, or other relief; (ii) no party will be entitled to recover damages, if any, as may be incurred from and including January 18, 2025 through **January 31, 2025** due to use by the parties of the RFC Marks (as defined in the Complaint).

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On Fri, Jan 17, 2025 at 6:50 PM Wesley Mullen <wmullen@mullenpc.com> wrote:
We are agreed on those terms. Much appreciated.

I will speak to my clients again over the weekend. Let's connect Tuesday after the holiday?

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On Fri, Jan 17, 2025 at 6:46 PM Ravi Ivan Sharma <ravi@sharmalaw.com> wrote:
Wes,

I have spoken to my client on this and I can agree to the terms you set forth provided (ii) below is modified to read:

(ii) no party will be entitled to recover damages, if any, as may be incurred from and including January 18, 2025 through January 24, 2025 due to use by the parties of the RFC Marks (as defined in the Complaint).

Please let me know.

Ravi Ivan Sharma

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On Jan 17, 2025, at 5:36 PM, Wesley Mullen <wmullen@mullenpc.com> wrote:

Dear Ravi:

Thank you for speaking just now. Further to our call, I propose that both sides

Thank you for speaking just now. Further to our call, I propose that both sides agree to take 7 without-prejudice days to see if we have any common ground that might avoid the injunction papers that (absent such agreement) my client is obliged to file ASAP.

To that end, please confirm if your clients will agree with my clients that (i) forbearance from or failure to seek injunctive relief in the next seven days -- to and including Friday, January 24, 2025 -- is not an admission by any such party or or its affiliates or related persons that irreparable harm is not imminent, and shall not prejudice any party's right to seek injunctive, equitable, or other relief; (ii) no party will be entitled to recover damages, if any, as may be incurred from and including January 18, 2025 through January 24, 2025.

Wes

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